

<i>SERFF Tracking Number:</i>	<i>AGNN-125726110</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Variable Annuity Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39549</i>
<i>Company Tracking Number:</i>	<i>GMWB-508</i>		
<i>TOI:</i>	<i>A03G Group Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03G.002 Flexible Premium</i>
<i>Product Name:</i>	<i>GMWB-508</i>		
<i>Project Name/Number:</i>	<i>GMWB-508/GMWB-508</i>		

Filing at a Glance

Company: The Variable Annuity Life Insurance Company

Product Name: GMWB-508

SERFF Tr Num: AGNN-125726110 State: ArkansasLH

TOI: A03G Group Annuities - Deferred Variable SERFF Status: Closed

State Tr Num: 39549

Sub-TOI: A03G.002 Flexible Premium

Co Tr Num: GMWB-508

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Author: Angie Fox

Disposition Date: 07/10/2008

Date Submitted: 07/08/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: GMWB-508

Status of Filing in Domicile: Pending

Project Number: GMWB-508

Date Approved in Domicile:

Requested Filing Mode:

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 07/10/2008

State Status Changed: 07/10/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

The above mentioned annuity endorsement is being submitted for your review and approval. It is a new form and will not replace any form previously approved by your Department.

To the best of our knowledge and belief, this submission is in compliance with the statutes and regulations of your state and contains nothing that has been previously objected to or disapproved by your Department. No part of this filing contains any unusual or possibly controversial items from normal company or industry standards. This endorsement will be marketed by VALIC captive agents to the general market and tax-qualified market.

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The Guaranteed Minimum Withdrawal Benefit ("GMWB") is an optional endorsement, for either one or two covered Owners, that provides for an immediate guarantee of periodic withdrawal amounts not to exceed a maximum annual dollar even if the contract value falls below zero. It provides for a lifetime income provided that the owner was age 46 or older at the time the first withdrawal was made under the Endorsement. The endorsement also features a potential Bonus Credit for those who choose to defer withdrawals. In order to purchase this endorsement the minimum initial Benefit Base must equal at least \$50,000. The election of this benefit is completely optional to the contractholder at issue. The endorsement may also be added to previously issued individual and group Portfolio Director contracts, as well as new issues. There is a charge associated with the election of this benefit. The Endorsement contains certain bracketed information consistent to the way the benefit will be offered, however, such bracketed information may vary in the future for new issues only.

A statement of variability has been provided that provides for the ranges within which the benefit may be offered.

We certify we are in compliance with Regulations 19 and 49 as well as AR. Code Ann. 23-79-138. Additionally, we are in compliance with Regulation 6, Articles 6, 7, 9, and 10. VALIC was approved to issue variable contracts in the state of Arkansas on May 1, 1969.

Company and Contact

Filing Contact Information

Angie Fox,	angie.fox@aigretirement.com
2919 Allen Parkway, L10-30	(713) 831-6050 [Phone]
Houston, TX 77019	(713) 831-6932[FAX]

Filing Company Information

The Variable Annuity Life Insurance Company	CoCode: 70238	State of Domicile: Texas
2929 Allen Parkway, L10-30	Group Code: 11	Company Type:
Houston, TX 77019	Group Name:	State ID Number:
(713) 831-1305 ext. [Phone]	FEIN Number: 74-1625348	

Filing Fees

SERFF Tracking Number: AGNN-125726110 *State:* Arkansas
Filing Company: The Variable Annuity Life Insurance Company *State Tracking Number:* 39549
Company Tracking Number: GMWB-508
TOI: A03G Group Annuities - Deferred Variable *Sub-TOI:* A03G.002 Flexible Premium
Product Name: GMWB-508
Project Name/Number: GMWB-508/GMWB-508

Fee Required? Yes
Fee Amount: \$100.00
Retaliatory? Yes
Fee Explanation: The fee to make this filing in our domicile state of Texas is \$100; therefore, \$100 is included.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Variable Annuity Life Insurance Company	\$100.00	07/08/2008	21299690

<i>SERFF Tracking Number:</i>	<i>AGNN-125726110</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>GMWB-508</i>		
<i>Project Name/Number:</i>	<i>GMWB-508/GMWB-508</i>		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	07/10/2008	07/10/2008

<i>SERFF Tracking Number:</i>	<i>AGNN-125726110</i>	<i>State:</i>	<i>Arkansas</i>
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Disposition

Disposition Date: 07/10/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>AGNN-125726110</i>	<i>State:</i>	<i>Arkansas</i>
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	sov		Yes
Form	Optional Guaranteed Minimum		Yes
	Withdrawal Benefit Endorsement		

SERFF Tracking Number: AGNN-125726110 State: Arkansas

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Company Tracking Number: GMWB-508

TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium

Product Name: GMWB-508

Project Name/Number: GMWB-508/GMWB-508

Form Schedule

Lead Form Number: GMWB-508

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	GMWB-508	Certificate	Optional Guaranteed Initial			45	filed-version-GMWB-508.pdf
		Amendmen	Minimum Withdrawal				
		t, Insert	Benefit Endorsement				
		Page,					
		Endorseme					
		nt or Rider					

**THE VARIABLE ANNUITY LIFE INSURANCE COMPANY
HOUSTON, TEXAS**

OPTIONAL GUARANTEED MINIMUM WITHDRAWAL BENEFIT ENDORSEMENT

BENEFIT EFFECTIVE DATE:	[May 1, 2008]	GMWB OPTION SELECTED:	[Option 1: 6% Bonus] [Option 2: 7% Bonus]
CONTRACT NO:	[GBX 1235]	BONUS PERCENTAGE:	[6%] / [7%]
COVERED PERSON(S):	[John Doe] / [Jane Doe]	INITIAL BENEFIT BASE:	[\$50,000]
GMWB CHARGE PERCENTAGE:	[Option 1: One Covered Person: [0.65%]] [Option 1: Two Covered Persons: [0.90%]] [Option 2: One Covered Person: [0.75%]] [Option 2: Two Covered Persons: [1.00%]]		

Notwithstanding any provision in the Contract or Certificate ("Contract") to the contrary, this Endorsement becomes a part of the Contract to which it is attached. Should any provision in this Endorsement conflict with the Contract, the provisions of this Endorsement will prevail, except to the extent required to attain or maintain the Contract's status as a qualifying annuity contract under sections 72, 401, 403, 408 and/or 457 of the United States Internal Revenue Code ("Code"), as now or hereafter amended, as such section or sections are applicable to the arrangement under which the Contract is issued or maintained.

Subject to the terms and conditions set forth herein, this optional Endorsement provides a Guaranteed Minimum Withdrawal Benefit ("GMWB") over the lifetime of the Covered Person(s). You may take Withdrawals under the GMWB as prescribed by this Endorsement while this Endorsement is in effect.

DEFINITIONS

The terms defined below and the various components of the GMWB calculation are explained in greater detail throughout this Endorsement. Terms not defined in this Endorsement have the same meaning given to them in the Contract.

AGE

Age means the attained age as of the Covered Person's last birthday. If there are two Covered Persons shown above, the Age of the younger Covered Person or the lone surviving Covered Person as of their last birthday.

ANNIVERSARY VALUE

The Anniversary Value equals the Accumulation Value minus any Ineligible Purchase Payments, as measured on each Benefit Anniversary.

BENEFIT ANNIVERSARY

A Benefit Anniversary is the first day of each Benefit Year.

BENEFIT BASE

The Benefit Base is a component of the calculation of the GMWB, which is used to determine the total amount of guaranteed Withdrawals, the GMWB Charge, and the Maximum Annual Withdrawal Amount ("MAWA"). (See the "Benefit Base" section below.)

BENEFIT BASE EVALUATION PERIOD

The Benefit Base Evaluation Period is the period of time over which Anniversary Values are considered in determining the Benefit Base, which begins on the Benefit Effective Date and ends [10] years later, unless extended. (See the "Extension of the Benefit Base Evaluation Period and Bonus Period ("Extension")" section below.)

BENEFIT EFFECTIVE DATE

The Benefit Effective Date is the date when this Endorsement becomes effective as shown above. If this Endorsement is elected at Contract issue, the Benefit Effective Date is Your Contract Date of Issue. If this

Endorsement is elected after Your Contract has been issued, the Benefit Effective Date is the next business day after receipt by Us in good order at our Home Office of Your written documentation electing the GMWB.

BENEFIT YEAR

A Benefit Year is each consecutive one year period starting on the Benefit Effective Date and each Benefit Anniversary, and ending on the day before the next Benefit Anniversary.

BONUS

The Bonus is an amount that may be added to the Benefit Base during the Bonus Period. (See the “*Benefit Base*” section below.)

BONUS BASE

The Bonus Base is a component of the calculation of the GMWB, which is used to determine the dollar amount of any Bonus during the Bonus Period.

BONUS PERCENTAGE

The Bonus Percentage is the percentage used to calculate any available Bonus each Benefit Year during the Bonus Period, as shown above.

BONUS PERIOD

The Bonus Period is the period of time over which a Bonus may be added to the Benefit Base, which begins on the Benefit Effective Date and ends [10] years later.

COVERED PERSON(S)

A Covered Person is the person (or persons) named above whose life (or lives) are used to determine the amount and duration of Withdrawals under this Endorsement. The Covered Person(s) are selected at the time this Endorsement is elected and cannot be changed after the Benefit Effective Date.

ELIGIBLE PURCHASE PAYMENT LIMIT

The Eligible Purchase Payment Limit is [\$1,500,000], and represents the maximum total of Eligible Purchase Payments that are included in the calculation of the Benefit Base without prior Company approval.

ELIGIBLE PURCHASE PAYMENTS

If this Endorsement is added on Your Contract Date of Issue, Eligible Purchase Payments include Purchase Payments or portions thereof made on or after the Benefit Effective Date, as shown in the “*Benefit Base*” section below, that are included in the calculation of the Benefit Base. If this Endorsement is added after Your Contract Date of Issue, for purposes of determining the initial Benefit Base, the Accumulation Value on the Benefit Effective Date is considered the initial Eligible Purchase Payment. The calculation of Eligible Purchase Payments does not include Premium Enhancements, if any.

EXCESS WITHDRAWAL

An Excess Withdrawal is any Withdrawal or the portion thereof that: (a) causes the total of all Withdrawals for that Benefit Year to exceed the Maximum Annual Withdrawal Amount; or (b) is taken after the Maximum Annual Withdrawal Amount has been withdrawn, except if taken to meet the Required Minimum Distribution associated with only the Contract to which this Endorsement is attached.

[GUARANTEED MINIMUM BENEFIT BASE (“GMBB”)]

If GMWB Option 2 is selected and this Endorsement is added on Your Contract Date of Issue, the GMBB is equal to [200%] of Eligible Purchase Payments received during the first Contract Year, not to exceed the Eligible Purchase Payment Limit. If this Endorsement is added after Your Contract Date of Issue, the GMBB is equal to [200%] of your Accumulation Value on the Benefit Effective Date, not to exceed the Eligible Purchase Payment Limit.]

INELIGIBLE PURCHASE PAYMENTS

Ineligible Purchase Payments are Purchase Payments or portions thereof that are not included in the calculation of the Benefit Base.

**THE VARIABLE ANNUITY LIFE INSURANCE COMPANY
HOUSTON, TEXAS**

MAXIMUM ANNUAL WITHDRAWAL AMOUNT (“MAWA”)

The MAWA is the maximum dollar amount available to be withdrawn each Benefit Year under the GMWB without reducing the Benefit Base and the Bonus Base.

MAXIMUM ANNUAL WITHDRAWAL PERCENTAGE (“MAWP”)

The MAWP is the percentage used to determine the MAWA available for withdrawal each Benefit Year under this Endorsement, as shown in the *Maximum Annual Withdrawal Amount* (“MAWA”) section below.

WITHDRAWAL

A Withdrawal is the amount of any full or partial surrender of Accumulation Value and any fees or charges attributable to such surrendered amount.

YOU, YOUR

You and Your refer to the Covered Person(s) under this Endorsement.

GUARANTEED MINIMUM WITHDRAWAL BENEFIT PROVISIONS

The Guaranteed Minimum Withdrawal Benefit described in this Endorsement provides for guaranteed Withdrawals over the lifetime of the Covered Person(s), subject to the following provisions:

GMWB Charge

The GMWB charge is equal to an annualized percentage, as shown on the first page of this Endorsement, of the current Benefit Base. We calculate and deduct the GMWB charge from Your Accumulation Value on the last Business Day of each calendar quarter, beginning on the calendar quarter following the Benefit Effective Date and ending on the effective date of any termination of the Endorsement. (See the “Termination of the GMWB” section below.) If Your Accumulation Value or Benefit Base falls to zero before the GMWB has been terminated, we will not deduct the quarterly GMWB charge. However, if the Benefit Base is later increased due to the attainment of a highest Anniversary Value, addition of a Bonus or subsequent Eligible Purchase Payment, We will resume the calculation and deduction of the quarterly GMWB charge. If You surrender Your Contract in full or this Endorsement is otherwise terminated before the end of a calendar quarter, We will deduct a proportionate charge for the period of time between the date of the last quarterly GMWB charge up to and including the date of surrender.

If You select two Covered Persons at the time this Endorsement is elected and one of the Covered Persons is later removed due to death or any other reason, the quarterly GMWB charge will remain at the higher Two Covered Persons rate even though the remaining guaranteed Withdrawals are payable for the one remaining Covered Person only.

We will deduct the quarterly GMWB Charge pro-rata from the Fixed Account and the Variable Account investment options in proportion to the Accumulation Value.

Calculation of the Components of the GMWB

Subject to any applicable withdrawal restrictions under the Code or employer plan, the GMWB is available for Withdrawal at any time while the Endorsement is in effect and prior to any termination of the GMWB. The MAWA guaranteed under this Endorsement may change over time as a result of increases or decreases in the Benefit Base as described below. You are responsible for the taxes due on any Withdrawal, including any applicable additional 10% penalty tax for certain Withdrawals made prior to attainment of age 59½.

To determine the GMWB when the Bonus is not available, We use the following components: Benefit Base Evaluation Period, Benefit Base, MAWP and MAWA. To determine the GMWB when the Bonus is available, the following additional components are used: Bonus Period, Bonus Base and Bonus Percentage. The calculations for each component are detailed below.

Benefit Base

If the GMWB is elected after Your Contract Date of Issue, the initial Benefit Base is equal to the Accumulation Value on the Benefit Effective Date, not to exceed the Eligible Purchase Payment Limit. The Accumulation Value on the Benefit Effective Date must equal at least [\$50,000]. Additional Purchase Payments made to the Contract after the Benefit Effective Date will not be considered Eligible Purchase Payments.

If the GMWB is elected on Your Contract Date of Issue, the initial Benefit Base is the initial Eligible Purchase Payment, which must equal [\$50,000]. Any subsequent Eligible Purchase Payments made to the Contract are added to the Benefit Base at the time We credit them to your Contract. The table below identifies the Eligible Purchase Payments that increase the Benefit Base, as determined by Contract Year during which Purchase Payments are received by Us and deposited into Your Contract. Premium Enhancements, if applicable, are not considered Eligible Purchase Payments.

Contract Year(s)	Percentage Included	Maximum Annual Eligible Purchase Payment
[1]	[100%]	All Purchase Payments Received up to the Eligible Purchase Payment Limit
[2-5]	[100%]	In each Contract Year [100%] of Purchase Payments made in Contract Year [1 (one)] up to the Eligible Purchase Payment Limit
[6+]	[0%]	In each Contract Year [0%] of Purchase Payments made in Contract Year [1 (one)] up to the Eligible Purchase Payment Limit

The Benefit Base is determined as detailed below and is not used in the calculation of Accumulation Value or any other benefits under the Contract. On Benefit Anniversaries during the Benefit Base Evaluation Period, We determine if the Benefit Base should be increased based on the maximum Anniversary Value or any available Bonus. The Bonus is available at the end of each Benefit Year during the Bonus Period if Withdrawals were not made during that same Benefit Year. The calculation and components of this determination are detailed below.

Calculation of the Benefit Base when Bonus is Not Available or after Bonus Period

The Benefit Base on each Benefit Anniversary is based on the maximum Anniversary Value. Maximum Anniversary Value equals the highest Anniversary Value on any Benefit Anniversary occurring during the Benefit Base Evaluation Period. On each Benefit Anniversary occurring during the Benefit Base Evaluation Period, the Benefit Base is automatically increased to the Anniversary Value when the Anniversary Value is greater than both (a) and (b), where:

- (a) is the current Benefit Base; and
- (b) is any previous maximum Anniversary Values during the Benefit Base Evaluation Period.

Calculation of the Benefit Base when Bonus is Available

The Bonus Base is used to calculate the amount of the Bonus during the Bonus Period. The Bonus amount is determined by multiplying the Bonus Base by the Bonus Percentage as shown on the first page of this Endorsement. The initial Bonus Base is equal to the Accumulation Value on the Benefit Effective Date (if the GMWB is elected after Your Contract Date of Issue) or Your initial Eligible Purchase Payment (if the GMWB is elected on Your Contract Date of Issue). The Bonus Base is increased each time subsequent Eligible Purchase Payments are made. The Bonus Base also increases when the Benefit Base is increased as a result of a maximum Anniversary Value being achieved that is greater than both the current Benefit Base and any previous maximum Anniversary Values. The Bonus Base is decreased each time an Excess Withdrawal is taken, in the same proportion by which the Accumulation Value is reduced by the Excess Withdrawal. The Bonus Base is not used in the calculation of the Accumulation Value or any other benefits under the Contract.

On each Benefit Anniversary during the Bonus Period, We determine the amount to which the Bonus Base and/or the Benefit Base could increase. The components used to determine this amount are:

- (a) the Benefit Base calculated based on the maximum Anniversary Value; and
- (b) the Bonus plus the current Benefit Base.

If (a) is greater than (b), the Bonus Base and the Benefit Base are increased to the current Anniversary Value. If (b) is greater than (a), the Benefit Base is increased by the Bonus and the Bonus Base remains unchanged.

[Further, if the GMWB Option 2 is selected, and if no Withdrawals are taken during the Bonus Period and if at the end of the Bonus Period the current Benefit Base is less than the Guaranteed Minimum Benefit Base as shown in the “DEFINITIONS” section above, then We will increase the current Benefit Base so that the resulting Benefit Base after the Bonus Period is equal to the Guaranteed Minimum Benefit Base.]

Maximum Annual Withdrawal Amount (“MAWA”)

The MAWA is calculated by multiplying the Benefit Base by the Maximum Annual Withdrawal Percentage (“MAWP”). The applicable MAWP used to calculate the MAWA is determined by Your Age at the time You first take a Withdrawal from Your Contract after the Benefit Effective Date, as follows:

Age at First Withdrawal	MAWP
<i>[Age 46 but less than Age 60]</i>	<i>[4%]</i>
<i>[At least Age 60 but less than Age 76]</i>	<i>[5%]</i>
<i>[Age 76 and over]</i>	<i>[6%]</i>

You may withdraw up to the MAWA throughout each Benefit Year without impacting the annual amount guaranteed for Withdrawal under the GMWB. If You do not withdraw the entire MAWA in a Benefit Year, You may not carry over any unused MAWA to any subsequent Benefit Year. In addition Your MAWA for the next Benefit Year will not be recalculated as a result of taking less than the entire MAWA in any given Benefit Year.

Withdrawals made under the GMWB are treated like any other Withdrawal under the Contract for purposes of calculating Accumulation Value, charges, including Surrender Charges, Surrender Charge-free amounts, fees, applicable taxes, and any other benefits under the Contract.

Increases and decreases in the Benefit Base impact Your MAWA as follows:

Increases in the Benefit Base

The Benefit Base is increased when an Eligible Purchase Payment is allocated to Your Contract. If the Benefit Base is increased for Eligible Purchase Payments, the MAWA will be recalculated upon receipt of the Eligible Purchase Payments by multiplying the increased Benefit Base by the applicable MAWP. In any Benefit Year when Eligible Purchase Payments are allocated to Your Contract, any remaining Withdrawals of MAWA will be based on the increased MAWA. If the Benefit Base is increased on a Benefit Anniversary, the MAWA will be recalculated on that Benefit Anniversary by multiplying the increased Benefit Base by the applicable MAWP. The GMWB charge on and after a Benefit Base increase is assessed on the increased Benefit Base.

Decreases in the Benefit Base

Excess Withdrawals reduce Your Benefit Base. Any Excess Withdrawal in a Benefit Year reduces the Benefit Base in the same proportion by which the Accumulation Value is reduced by the Excess Withdrawal. When the Accumulation Value is less than or equal to the Benefit Base, Excess Withdrawals will result in a reduction of the Benefit Base which is greater than the amount of the Excess Withdrawal. As a result of reduction of the Benefit Base, the MAWA will also be reduced. The new MAWA will equal the reduced Benefit Base multiplied by the applicable MAWP. The recalculated MAWA is available for Withdrawal at the beginning of the next Benefit Year and will be lower than Your previously calculated MAWA.

The amount of any Withdrawal which exceeds the MAWA because of distributions required to comply with the minimum distribution requirements of Code section 401(a)(9) and related provisions of the Code and regulations (“RMD”), as determined solely with reference to this Contract and its benefits, will not be treated as an Excess Withdrawal providing that all of the following conditions are met:

1. No Withdrawals in addition to the RMD are taken in that same year;
2. Any RMD withdrawal is based only on the value of the Contract (including endorsements) to which this Endorsement is attached and its benefits;
3. If the Benefit Effective Date is on or before the Required Beginning Date (RBD) of your RMD, You take the first yearly RMD withdrawal in the calendar year you attain age 70½, or retire, if applicable; and
4. You do not make any RMD withdrawal that would result in You being paid in any Benefit Year more than one calendar year’s RMD amount.

Any portion of a RMD withdrawal that is based on amounts greater than those set forth above will be considered an Excess Withdrawal.

If Your Accumulation Value is Reduced to Zero

If Your Accumulation Value is reduced to zero and the Benefit Base is greater than zero, a benefit remains payable under this Endorsement, but all other benefits under the Contract, including Death Benefits, will no longer be available. However, if Your Accumulation Value is reduced to zero because of an Excess Withdrawal, no further benefits will be payable under this Endorsement or the Contract.

When the Accumulation Value equals zero and the Benefit Base is greater than zero, any remaining benefit under this Endorsement must be taken through one of the following income options:

1. The current MAWA, divided equally and paid on a quarterly, semi-annual or annual frequency as selected by You until the date of Your death(s); or
2. Any payment option mutually agreeable between You and Us.

Once You elect an income option, it cannot be changed.

If You do not select a payment option, the remaining benefit will be paid as the current MAWA on a [quarterly] basis until the date of Your death(s).

Extension of the Benefit Base Evaluation Period and Bonus Period (“Extension”)

We may offer You at least [one] Extension of the Benefit Base Evaluation Period at the end of the current Benefit Base Evaluation Period, provided You are age [85] or younger at that time. If You elect such an Extension, You will receive a new Endorsement with the GMWB Charge and provisions in effect at that time.

Extension of the Bonus Period is not permitted.

Investment Options

During the Bonus Period, We will restrict allocations to the Variable Investment Options or available Fixed Interest Option(s). We will not allow transfers or Purchase Payment(s) to be allocated into any of the restricted investment option(s) or in any way that is outside the established restrictions. Established restrictions are shown on the GMWB Election and Selection Form. We may further require enrollment in a [quarterly] automatic asset rebalancing program. We will notify You if investment restrictions change.

Termination of Withdrawals Over Two Lives

If there are two Covered Persons, Withdrawals guaranteed for the life of one of the Covered Persons will terminate if:

1. One of the two Covered Persons is removed from the Endorsement due to an ownership change; or
2. The Covered Persons are no longer married at the time of death of the first Covered Person.

Termination of Withdrawals guaranteed for the life of one Covered Person does not impact any other terms and conditions of this Endorsement.

Termination of the GMWB

Once elected, this Endorsement may be terminated and deduction of any corresponding GMWB Charge will end after the termination date. You may terminate the Endorsement if Your termination request is received:

1. Through the [5th] Benefit Anniversary, the termination is effective on the [5th] Benefit Anniversary;
2. After the [5th] and through the [10th] Benefit Anniversary, the termination is effective on the [10th] Benefit Anniversary;
3. In any Benefit Year after the [10th] Benefit Anniversary, the termination is effective on the Benefit Anniversary following Our receipt of the election to terminate this Endorsement.

**THE VARIABLE ANNUITY LIFE INSURANCE COMPANY
HOUSTON, TEXAS**

This Endorsement and corresponding GMWB Charge will terminate automatically if:

1. The Covered Person dies, or if there were two Covered Persons, upon the death of the surviving Covered Person; or,
2. You elect to take a loan from the Contract; or,
3. A Death Benefit is paid and the Contract is terminated; or,
4. All or any portion of the Accumulation Value is applied under an Annuity Income Option; or
5. Excess Withdrawals reduce the Accumulation Value to zero; or
6. Any change that removes all Covered Persons; or
7. The Contract is terminated for any reason.

We also reserve the right to terminate this Endorsement if Withdrawals in excess of the MAWA in any Benefit Year reduces the Benefit Base by [50%] or more.

If this Endorsement is terminated for any reason, You may not re-elect or reinstate the GMWB available either under this Endorsement or any other GMWB endorsement the Company may currently offer.

Death of Covered Person(s)

If there is one Covered Person, then upon the death of the Covered Person, this Endorsement and corresponding GMWB charge are terminated.

If there are two Covered Persons, upon the first death, if the surviving Covered Person elects to continue the Contract, this Endorsement is also continued subject to the terms and conditions of this Endorsement. Upon the election of continuation, the Benefit Effective Date will not change.

Signed for the Company to be effective on the Benefit Effective Date.

THE VARIABLE ANNUITY LIFE INSURANCE COMPANY



SECRETARY



PRESIDENT

<i>SERFF Tracking Number:</i>	<i>AGNN-125726110</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Variable Annuity Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39549</i>
<i>Company Tracking Number:</i>	<i>GMWB-508</i>		
<i>TOI:</i>	<i>A03G Group Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03G.002 Flexible Premium</i>
<i>Product Name:</i>	<i>GMWB-508</i>		
<i>Project Name/Number:</i>	<i>GMWB-508/GMWB-508</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AGNN-125726110 State: Arkansas
Filing Company: The Variable Annuity Life Insurance Company State Tracking Number: 39549
Company Tracking Number: GMWB-508
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: GMWB-508
Project Name/Number: GMWB-508/GMWB-508

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 07/08/2008
Comments:
Attachment:
AR-flesch.pdf

Review Status:

Satisfied -Name: SOV 07/08/2008
Comments:
Attachment:
SOV.pdf

CERTIFICATION

THE VARIABLE ANNUITY LIFE INSURANCE COMPANY, NAIC #70238, hereby certifies that the following form(s) comply with the Flesch scale of readability requirements of Ark. Stat. Ann. s 23-80-206 and s 23-80-207 as cited in the Life and Disability Insurance Policy Language Simplification Act.

<u>Form Number</u>	<u>Form Description</u>	<u>Flesh Score</u>
GMWB-508	Optional Guaranteed Minimum Withdrawal Benefit Endorsement	45

Angie Fox

Angie Fox, ACS, AIAA, AIRC
Legal Analyst II

July 8, 2008

Date

**Explanation of Statement of Variability (“SOV”)
Bracketed Material for Endorsement Form GMWB-508**

(We will re-file this Statement of Variability prior to making any offering that goes beyond the ranges contained herein.)

Page no. of reference	Variable #	Description
1	1	The Benefit Effective Date, Contract Number, Covered Persons, GMWB Charge Percentage, GMWB Option Selected, Bonus Percentage, and the amount of the Initial Benefit Base will be determined and printed on the endorsement at the time the endorsement is issued. The endorsement may be elected at contract issue or it may be added to an existing policy.
1, 2	2, 3	The Benefit Base Evaluation Period and Bonus Period may extend to a period of 0-25 years. The Endorsement will be issued with a definitive Benefit Base Evaluation Period and Bonus Period and any changes to these periods will affect newly issued endorsements only.
2	4	The current Eligible Purchase Payment limit is \$1,500,000. The range for the Eligible Purchase Payment limit is \$1.00 to \$2,000,000. Any changes will be for new contract issues.
2	5,6	The Guaranteed Minimum Benefit Base “GMBB” paragraph is shown as bracketed since it will only be printed in the endorsement if the GMWB Option 2 is elected. The GMBB is equal to 200% of Eligible Purchase Payments or Accumulation Value depending on if the endorsement is elected at Issue or after the contract is in force. The range for the GMBB is 150% to 300%. The Endorsement will be issued with a definitive GMBB amount and any change will affect newly issued contracts only.
3, 4	7	The minimum initial Benefit Base must equal at least \$50,000.00. The range for the minimum Accumulation Value or in initial Eligible Purchase Premium on the Benefit Effective Date may vary from \$1.00 to \$1,000,000.00. The Endorsement will be issued with a definitive maximum amount and any change will affect newly issued contracts only.
4	8	The Percentage Included of the Eligible Purchase Payments in the GMWB calculation will be between 0 - 100% and may vary based on when the Purchase Payment is contributed. The range for the Contract Years elapsed since the Benefit Effective Date is 0-10. The Endorsement will be issued with a definitive percentage of Eligible Purchase Payments and time elapsed since the Effective Date, and any changes will affect newly issued contracts only.
5	9	The final paragraph in the “Calculation of the Benefit Base when Bonus is Available” provision will only be printed in the endorsement if GMWB Option 2 is elected. It is bracketed to indicate that it will either appear or will not appear depending on the elected by the Owner.
5	10	The MAWA will be determined by when the first Withdrawal is made. The first Withdrawal can be made anytime beginning at age 46. The current tiers for the withdrawal percentages are ages 46-60, 60-76 and 76-over. The Endorsement will be issued with a definitive time of the first Withdrawal for each percentage tier and any changes to this will affect newly issued endorsements only.

**Explanation of Statement of Variability (“SOV”)
Bracketed Material for Endorsement Form GMWB-508**

(We will re-file this Statement of Variability prior to making any offering that goes beyond the ranges contained herein.)

5	11	The MAWP will be determined by when the first Withdrawal is made. The range for the percentage is 0-15%. The Endorsement will be issued with a definitive percentage for each tier and any changes to this will affect newly issued endorsements only.
6	12,13	We may offer an extension of the Benefit Base Evaluation Period to Owners who are ages 0-85 at the time the extension is elected. The number of extensions will range between 1 and 10.
6	14	Payments may be made monthly, quarterly, semiannually, or annually.
6	15	The GMWB may be terminated by the Owner and the provisions referenced on the Endorsement will be printed. The range for the request to be received is 0-20 years prior to or after a Benefit Anniversary.
7	16	The GMWB may be terminated by the Company if the Benefit Base is reduced by 30-100%. The endorsement will print with a definitive percentage.